1886-040 Chancery Causes: G. C. Gose, exr. &c vs James F. Jones &c
Lee Co.

Pridemore, Riddle, Morgan, Gilley, Collier, Barron, Shepherd,
Williams, Shoop, Dale, Barker, Slemp, Bailey

CA-Contract Dispute
T-Property

-Deed

To the Hon John A Kelly Judge of the Circuit Court of Lee County Virginia:

The undersigned petitioner Henry J. Morgan would respectfully represent unto your Honor that in the Chancery cause of G.L. & H.H. Goss Exors &c vs James F. Jones & others, and the other causes heard therewith there is filed in said causes a petition by John Gilley James Collyer Wm. N.G. Barron John Gilley and James Collyer guardians for the infant children of A.J. Collyer dec'd James Collyer John B. Shufflett A.C. Williams, Malinda Sloop Lucinda Dale David Collyer and Alexander Collyer by which they seek among other things to obtain a decree of your Honor appropriating a debt due and owing by Jonathan M. Ward and Sarah Ward to James F. Jones, to the payment of the debt due and owing said petitioners by said James F. Jones.

Your petitioner States that he is interested in the debt owing by J.M. & Sarah Ward to said James F. Jones to shew the extent and nature thereof petitioner will now state the facts of the case and the grounds of his claim

At a judicial Sale of said J.F. Jones real estate made by commissioners in the causes before referred to, in March 1880 petitioner became the purchaser of one lot of said land supposed at the time to contain about 80 acres but now estimated at perhaps 60 acres. at the price of twenty dollars per acre, and soon after said purchase was made, petitioner agreed

to let said James F. Jones have said land back upon the terms and conditions set out in a written contract now supposed to be filed in a Chancery cause in your Honors court of A.L. Pridemore vs. J. F. Jones

At the time of this transaction, said J. F. Jones informed petitioner that he had a debt due him on Mr. Sarah Ward of some $300.00 or $400.00 the precise sum not known which he then wanted to assign petitioner as a payment on said land. But petitioner did not and would not agree to accept said assignment as a payment on said land transaction, But petitioner did agree that he and Mr R. A. Ayers would take said claim bring suit thereon, and ascertain the exact amount due, and try to collect the same, and as fast as the same should be collected and realized, that then petitioner would give said J. F. Jones credit for the money so received thereon. And that cause was pursued, and on the 16th day of August 1881. after the sum due had been ascertained and determined, by your Honors decree, said J. F. Jones assigned said claim to Petitioner as will appear by the paper herewith filed as a part of this petition marked (A B)

Your petitioner prays that a rule be awarded against said John Gilley, James Ballyer, W. H. G. Bacon, John Gilley, and James Ballyer guardians for the infant children of A. J. Ballyer dec'd, James Ballyer, John B. Shepherd, A. C. Williams, Malinda Shoop, Lucinda Dale David Ballyer and Alexander Ballyer to show cause if

any they can, why the claim due Jas. F. Jones from J. M.
& Sarah Ward shall not be deemed to be paid to your
petitioner & as in duty bound he will ever pray &c

Henry J. Morgan

Henry J. Morgan

ads. } Petition

John Gilley et al

Filed Oct. 1881

J. Als Hyatt

For Value received I hereby assign & Transfer to Henry J. Morgan any sum I may recover in the chancery cause of James F. Jones against Sarah Ward & others now pending in the circuit court of Lee County Virginia, but this assignment is not accepted by said Morgan as a payment for any thing owing by me to him, but any sum he may receive by virtue hereof he is to account to me for the same. Augt 16th 1881.

James F. Jones

Jas. F. Jones

To } Assignments

H. J. Morgan

(A B) with

Morgans Petition

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County Virginia

Your Petitioner A. L. Pridemore would respectfully represent that he heretofore purchased from Hon. H. J. Morgan a piece of land shown by the Causes of G. C. & C. G. Gose v. James F. Jones and others, to have been sold by Wm. H. Burns & your petitioner acting in said Causes, to said Morgan at the March Term of this Hon. Court 1880. The piece of land was supposed to contain at the time of the sale about 80 acres, subsequent survey have put that about 68. the sale was by the acres to said Morgan, and he transfered to your petitioner his contract. See Comm Report March 23 1880. At that time it was well known that that part of Jones land had been acquired by purchase from his Co-heirs in the estate of Stephen Jones deceased. But no one thought to carefully examine the muniments of his title, no adverse claim being set up or objection made

This sale to Judge Morgan was for the residue after several other pieces sold to different persons, of the home farm outside the 50 acres embraced in the claim of Mary Jones. Here is more a claim

claim made for purchase money by
Mrs Arena Riddle wife of John Riddle
and sister of James H. Jones, And by a deed
now of record in the clerks office of the
County Court a copy of which is herewith filed
it would appear that at
the date of the sale James H. Jones did not
have legal title to Mrs Riddles share in
Mary Jones dower, which is 26½ acres
and must be either specific so purchased by
said Morgan as aforesaid or a part of it
or else embraced in the 50 acres contended for
by Mrs Mary Jones. Your petition therefore
fears if he should pay for the land in
its present condition he would wholly loose
it. Your petitioner is advised that Mrs
Riddle will by the next term of this
Court institute her suit, to test her right
to said land, and that although the sale
has been confirmed to his vendee Morgan
the land is nevertheless favorable to
this character of offset. If controverted
this proposition will be sustained by
Authority. All that your petitioner prays
for is that he may not be compelled to
pay for said land until Mrs Riddle's claim
is disposed of. This claim your petitioner
did not know of certainly until since the
last term of the Court. Though he has

after hand it spoken of - The deed of Ruddle & wife was not recorded until Novevember 1881 after the sale by the Commissioners to Morgan. Here things Continue your petitioner will as in duty bound ever pray.

A. L Parkinson

Mrs Ruddle at the time of her sale & ever since has been a married

Q. C. & C. G. Jones

vs

Petition of

A. L. Pridemore

James F. Jones.

Filed March Term 1883

J. A. Hyatt

Clerk

Ord 78-

To the Hon, John A. Kelly Judge of the Circuit Court of Lee County Virginia

The answer of Amanda Riddle wife of John Riddle by Frank T. Riddle her son, and next friend to a rule awarded against her and others on the 5th day of September 1883 in the chancery cause of G. & C. H. Gose Exors. against James F. Jones & others. now pending in this Honorable court.

This respondent says, she ought not to be barred or precluded by any action or proceeding had in said cause from setting up and establishing her right title and claim and a bona fid lien on and to one fourth part of the tract of land known as the Mary Jones dower land, nor ought she to be so barred or precluded from setting up a like claim to one ninth part of the real estate owned by said Mary Jones in her own right at the time of her death, but on the contrary respondent is advised that she is entitled in a court of equity to have her due proportion of said dower and her equal proportion of said Mary Jones land laid out and assigned to her, and settled upon her and to her separate use, as her rightful property.* Or if this is not practicable, owing to the proceeding had in said cause, then she is advised that a court of equity having the whole subject under its control, will direct its commissioner to pay out of any Money in his hands arising from the sales of James F. Jones lands to this respondent to be settled upon her as her separate estate, a sum in Money equal to the value of one share in the said dower land, and one share in the said Mary Jones land. And respondent here allege that her share in said dower land is worth $700 and her share in the Mary Jones land is worth $200.00

This respondent to show the grounds upon which this claim is based, will here state, that she and one Seneath Pritchard, wife of Allen Pritchard are sisters and are children and heirs at law both of Stephen and Mary Jones dec'd. the former of whom died in this county intestate about the year 1848. the owner of Valuable and extensive real estate in Jenkins Cove Lee county Va. one twelfth part of which descended to Respondents and in Wise county Va. and the the latter died intestate in this county about the year 1871 the owner of real estate, valued at about the sum of $1800 one ninth part of which descended to respondents

* But if the said land cannot be assigned her, then she is advised that the same is liable in a court of equity to be sold to pay respondents just Money claim which lien is reserved by respondent and her husband in the deed by which said two interests was conveyed to James F. Jones. Erasure after shown.

Respondent states that about the year 1854. Mary Jones widow of said Stephen Jones was assigned dower out of his real estate, and this dower was not partitioned among his heirs at law. And at the same time that dower was assigned the widow, the other lands of said Stephen Jones dead, was partitioned among his heirs and their assigns according to their rights and interests as they then existed.

By this partition this respondent was assigned a lot or parcel of land where she and her husband John Riddle now live; supposed to contain about acres; And her Sister Samantha Prichard wife of Allen Prichard was assigned a lot or parcel of land supposed to contain about acres and these two lots or parcels of land so assigned respondent and her Sister Mrs Prichard lay side by side & adjoining each other.

Not long after said partition was so made James F. Jones a brother of respondent, and of Mrs Prichard, contracted and purchased of Allen Prichard the husband of said Samantha the lot or parcel of land so assigned the latter, for a price not now known by your respondent.

While these matters stood as just stated. James F. Jones offered to exchange with this respondent and her husband John Riddle, 21 acres of the land, which he had so purchased of Prichard wife, which lay adjoining and next to the lot on which respondent and her husband live, for respondents undivided interest in said dower lands and her undivided interest in the said Mary Jones land.

At the time this proposed exchang of land was made, as well as now, this respondent was a married woman, and then as now knew but little about the relative value of the lands proposed to be exchanged. and she was then as now ignorant of the manner and mode in and by which such change could have to be made, and she was not aware that the purchase price of said land constituted a lien thereon. She supposed that as her brother had bought her sisters share or lot of land, and was in the possession thereof, that he had the right to sell and dispose of the same as he saw proper. that her husband did not if he knew inform her to the contrary. the 21 acres which her brother offered to exchang for her said two interests lay adjoining the lot assigned respondent was there convenient and suitable to be attached to her own share, and her husband and her brother both assuering respondent that there was no difficulty in the way of getting a good title to the 21 acres which her brother proposed to

exchange for respondents said two interests, respondent and her husband agreed to and did make the exchange proposed

To consumate this exchange of land respondent and her husband on the day of 18 conveyed to said James F. Jones said two intirests along with some other small lots or parcels of land a copy of which deed of conveyance is herewith filed as a part of this answer Marked (AB) And on the same day, said James F. Jones wife conveyed to respondents husband John Riddle, said 21 acres of land along with some other small lots or parcels of land, and this original deed is herewith filed as a part of this answer Marked (AC)

By reference to said exhibit A.B. your Honor will see that this respondent and her husband reserved to themselves the Vendors lien on the lands therein conveyed until the purchase money therefore should be fully paid, And respondent now allege that said 21 acres of land conveyed or otherwise pretended to be conveyed by James F. Jones and wife to respondents husband, was and is the consideration, and purchase price of and for respondents interest in said Clowes land and and for her interest in said Mary Jones land.

Respondent here alleges that which your Honor has already seen, that the legal title to said two interests so conveyed to F. Jones was vested in her alone, yet notwithstanding this fact, when respondent parted with the title thereto in order as she then thought to get the legal title to said 21 acres agreed to be given for her said two interest, the title or rather the pretended title thereto instead of being made to respondent, was in fact made or pretended to be made to her husband. And as before stated substantially, this respondent was not then or now sufficiently informed in such matters as to be able to look after and guard and protect her own interest And hence she alleges that either through ignorance or design, both on the part of her husband and her brother James F. Jones, a great and glaring fraud was practised upon her rights of property And this great and glaring fraud your respondent is advised a court of equity will not tolerate but will set aside and annul the whole transaction

But there are other and additional reasons why this transaction ought to be set aside and held for naught which respondent will now proceed to State. It turns out that James F. Jones did not at the time he bought the Pritchard place and sold a part thereof to respondent and her husband, pay for the same or any considerable part thereof for about the year 1874 said Allen Pritchard wife filed their bill in this Honorable court against James F. Jones & others

the object of which was to sell so much of the land sold by the Biffs to Jas F. Jones as would pay the purchase money and it was adjudged that the purchase money due the Biff constituted a lien on the lot of land so sold and the same was accordingly decreed to be sold to pay said purchase money

At the sale made under this decree said James F. Jones became again the purchaser thereof at the price of something more than four thousand dollars. When this second purchase money became due and payable, upon a rule awarded in that cause against Jas F. Jones to show cause against the same the whole of the lot so purchased by him of Prichard and wife including the 21 acres pretended to be exchanged & conveyed to respondents husband, was a second time ordered to be sold and the whole in pursuance of said decree was sold a second time when Genl. A.L. Pridemore became the purchaser at some twelve or fourteen hundred dollars

By this transaction your respondent states, that not only the 21 acres pretended to be conveyed to respondents husband was swept away and taken from him and this respondent by a purchase money lien which is superior to all others, but that the residue of said lot was in this way taken away from said James F. Jones, and a large debt of more than three thousand dollars is still due and owing by him to Prichard.

The said 21 acres of land being the consideration and purchase price for respondents interest in said Dover land and interest in said Mary Jones land, and the same having been taken in the manner stated, respondent says that the whole consideration having failed she is entitled to have said conveyance of herself and husband so far as said two interests are concerned set aside and the contract rescinded in toto, and said two interests said out and assigned to respondent as her sole and separate estate. But respondent says if she is mistaken in her rights as just indicated then she is advised that since said 21 acres of land was the consideration and purchase price for her said two interests, and the same having been taken as shown to satisfy a paramount and superior lien, that the whole of the purchase price of and for said two interests $700. as for the Dover land $200. for the Mary Jones land is now due and owing to respondent from James F. Jones, And that a Court of equity will enforce this lien Vendors lien by decreeing a sale of said two interests to pay the same.

But if again mistaken in her rights in the premises, ignorant of any action or proceeding had in said cause, then respondent

is advised under the facts of her case that a court of equity will order and decree any of its commissioners who may have money on hand arising from the sale of any of the lands belonging to the said James F. Jones, to pay to respondent a sum of money equal to the value of her interest in said dower land and her interest in said Mary Jones land, and that when the same is so paid the same will be set apart for the exclusive and benefit of respondent.

Respondent now states that of the lot of land so assigned her, in order to aid her husband who has been an untiring manager of his pecuniary affairs, to pay his debts, has joined with him in conveying a part thereof to S.S. Slemp, another part thereof to Campbell Slemp, and the residue thereof to a trustee to secure to Patrick Hagan a debt of about $1200.00 due to him from her husband. That the purchase money for said two parcels so sold has and will be applied to the payment of said debts exclusively. That there is now pending in your Honors court a suit to foreclose said trust deed and [illegible] the same shall be ground why [illegible] not an inquiry [illegible] will be [illegible] for a resting place.

Respondent further states that her father [illegible] Jones died seized at his death of real and personal estate to the value of some two or three thousand dollars, and her mother left her real and personal estate to the value of several hundred dollars, this property so provided and left her by kind affectionate & indulgent parents, has been and is about to be squandered and taken away from her in the manner indicated, and now that she is getting old infirm and unable longer to toil and provide for her daily bodily wants is about to be thrown for future support and maintenance upon the cold charities of the world, unless the little relief herein asked for can under the laws of the land be granted her. *

Respondent having now responded to said rule as fully as she is advised it material for her to answer she prays that upon a hearing thereof the relief herein indicated be granted her.

Henry J. Morgan for
Mrs Riddle

* Since the foregoing answer was prepared and filed respondent has become satisfied that her interest in the Mary Jones land was part of the purchase price of the said 21 acres purchased as aforesaid of Francis F. Jones. Respondent therefore abandons all claim to her interest in the Mary Jones land of the foregoing answer and claims only for her interest in said dower lands, or compensation in lieu thereof.

I do solemnly swear that the statements contained in the foregoing answer so far as made on my own knowledge are true and so far as made upon information derived from others I believe them to be true so help me God.

her
Arzena + Riddle
mark

Subscribed & Sworn to before me
this 27. day of Nov 1883 by Arzena Riddle

Cam Bailey
Commissioner in Chancery for the
Circuit Court of Lee County Va.

Arzena Riddle &c.
Ads.
Answer to Bill
Gib. & Gib. H. Gore Esqrs. &c.

Filed in open Court
by leave thereof Dec 11th
1883
D. A. Hamilton
Clerk

G.B. & G.G. Gose Exrs &c. Plffs.
vs. } In Chy
James F. Jones & others Defts

This cause with the other causes heard therein came on further to be heard this day on the papers formerly read in the cause and the Answer of Sarah Riddle wife of John Riddle by her next friend to a rule heretofore awarded against her at the suggestion and on the report of Genl. Richmond Commissioner in the cause and the report of Com'r. John A.G. Hyatt made upon the facts set out in said Answer to said rule, and the matters which accompany said report. The Answer of Manoah A. Jones wife of Wm. A Jones. by Wm. A Jones her next friend to said rule. The report of Commissioners Hyatt & Morgan and exhibits thereto filed in the cause July the 23 1885 and their supplemental report filed in the cause July the 31st 1885. and was argued by counsel. On consideration of all which it appears to the court the said Sarah Riddle is not entitled to any relief under the facts as developed in the cause. It is therefore adjudged ordered and decreed that her said answer be dismissed and her claim denied. And as it is asserted in the answer of said Manoah A Jones, and not denied by any one, that her one ninth interest in the land purchased by her Mother Mary Jones dec'd. has been sold as the land of dft J.F. Jones: & now claimed by purchasers at judicial sales made in the cause that it is better to allow her the claim set up in her said answer than to undertake to undo what has been done in the cause

It is therefore further adjudged ordered and decreed that said Manuelita A Jones be allowed the sum of $91.44 with interest thereon from the 17 day of May 1881 till paid and the same to constitute a first charge on the fund in Commissioner Pridemores hands.

And the said report and Supplemental reports of commissioners Hyatt and Morgan with the exhibits therein before referred to being considered by the Court therefore it is adjudged ordered and decreed that the same be and are hereby confirmed; And pursuant to the said report and as shown by Special statement No 2 Exhibit A B D. with said report. Comr. A L Pridemore is ordered to proceed without delay to collect the $3496.19 now in his hands as uncollected assets due the creditors as shown by said report with such interest as may be due, and this with $171.35 shown to be owing the fund by himself will constitute a fund of $3667.54 (exclusive of any interest) which may be applied to the payment of costs debts &c. And when said Comr. shall collect said fund he will first pay the additional costs provided for in said report. He will then pay the sum above decreed the said Manuelita A. Jones. And in the third place He will then pay the judgment and other liens in the order of their priority as shown by exhibit (A B H.) with said commissioners Hyatt & Morgans report. And Comr. Pridemore will report his action to court from time to time. And Receiver France Miles is ordered to proceed at once to collect the rents due for the 50 acre tract of land claimed by Mrs Mary Jones

when so collected will pay the to some one of the
heirs in said exhibit (A B & C) mentioned, And R. A. Ayers
heretofore appointed a commissioner to sell a certain
tract of land belonging to the defts J. F. Jones lying near
Big Stone gap having failed so to do. On his motion he
is relieved from further duty in that regard & Judge
G. T. Duncan is appointed a Comr. in his room & stead
to sell said land on the same conditions & terms as heretofore
given said Ayers but before doing so he is required
to execute bond with security before the clerk of this court
in the sum of $300. with condition to account for all
money he may receive by virtue of this decree & he will
report his action to the court and the cause is continued

G. G. & G. Goss Exor

vs. } Decree

Jas F. Jones et al

Entered pages 522-23.

J. A. & Hyatt cc

Entd
Jn. A. K.
Mar. 30-86

G. E. & H. Goss Exrs &c. Pltff
vs. } In Chy.
James F. Jones & al Defts

Upon calling up the cause entered in this cause on the 5 day of Sept. 1883 And an examination of the Answer of Arena Riddle thereto with exhibits therewith & referred to, It appears necessary in order to a full and fair settlement of the questions involved that the matters therein be referred to a commissioner for a report and adjustment: It is therefore adjudged ordered and decreed that said matters be referred to John A. G. Hyatt who is hereby appointed a commissioner for the purpose who is directed to enquire into and report:

First What lands and real estate were the subjects of exchang Between John Riddle & wife and Jas. F. Jones at the time Jas. F. Jones undertook to sell to Riddle and wife, a part of the Pritchard land:

Secondly. He will ascertain and show what was the true and real consideration which induced Riddle & wife to part with the undivided interest of the latter in the dower lands of Mary Jones now dec'd.

Thirdly He will ascertain and show. How much if any of the purchase Money is still due and owing to Arena Riddle & her husband or either of them from Jas. F. Jones on account of said dower land. and

Fourth He will report any other matter deemed pertinent by himself, or required by any of the parties: And the cause is continued

thereupon said Rule with the answer of Manasha A. Jones thereto came on to be heard this day when it appears by the statements in said Answer that the said Manasha A. Jones is entitled to receive out of Jas. F. Jones effects an account of a Balance due her for Lands sold Jas. F. Jones the sum of $91.44 with legal interest thereon from the 17th day of May 1881 till paid. It is therefore ordered that Commissioner Pendleton out of any money arising from the sale of Jas. F. Jones Lands now in his hands pay to said Manasha A. Jones said Sum of $91.44 with interest as aforesaid, and when said sum of money shall be paid the said Manasha A Jones & her husband are forever barred from setting up any claim to any part of the Lands and by the late Mary Jones in Lee county.

B C & H. Goss Exors
vs
Jas. F. Jones &c

Decree Book 5 Sept '83

Entered page 377-8

Entered this March 28/84

L G. & H H Gose Exrs. &c. Pltff

vs.

James F. Jones & others Defts

} In Chancery

Anna Riddle wife of John Riddle by her attorney moved the Court for ~~permission~~ permission to file her answer to ~~the~~ rule awarded against her & others at the last of this Court in the above styled cause which permission was granted her and thereupon she filed her answer to the said rule.

Amanda Riddle

ads } Decree

G. H. & H. Gass Exrs.

Entered Page 354

J. A. & Hyatt

clerk

Entered
Jn. A.K.
Dec. 1/83

Virginia

At a circuit Court continued and held for Lee County at the Court House thereof on September the 18th 1883

G. C. & C. G. Goss Exrs Plaintiffs } In Chcy

vs

James F. Jones et al &c Defendants }

Upon the motion of A. L. Pridemore, upon the statements in his petition heretofare filed, and amended petition now filed— a Rule is awarded returnable to the first day of the next term of this Court, against John Riddle & Arrena Riddle his wife, Wm A. Jones and Manasha A. Jones his wife and C. F. Crabtree to show cause if any they can or have why said Pridemore shall not pay over any sums due from him on account of his purchase from N. J. Morgan and why they and each of them shall not be barred from further asserting any claim to or liens upon said land, and said Pridemore will not pay out any sums due from him until the coming in of said Rule— # # # #

A Copy Teste

J. A. Hyatt

Clerk

Case Entered upon
the motion of A. L. D.
Vs
Rule
James F. Jones et al to

So 1st day Nov. Term 1883.

Executed by delivering
copies of the within to
the wifes of John Riddle
& Wm A. Jones and
leaving copies of the
same with them for
their husbands,

R. D. Flanary
S. L. C.

Chd 37

5 Copies

Arrena Riddle
ads
G. L. & C. G. Goss Exrs. } Answer to a Rule

The depositions of John B. Barker
L. L. Stamps, Carr Bailey, F. T. Riddle,

taken on the 17th day of June 1885,
at the dwelling house of John Riddle
and at the time of taking an account
in the above styled cause, in the
presence of James F. Jones, and Mrs
Riddle being present.
John B. Barker a witness of lawful
age being first duly sworn deposes
and says. I am well acquainted
with the Dower lands of the late
widow Jones. and know the fact
that 26½ acres is considered an
average share in said Dower lands,
and believe the same to be worth
24$ pr acre (=$636). I further know
the fact, that Mrs. Arrena Riddle
or her husband, occupied and
cultivated a boundary of land
said to contain 21 acres which is
a part of a tract of land known

as the Allen Prichard land, ever since I remember noticing the land in any way, until about 6 years ago, I have owned said land by purchase of A. L. Pridemore since october 1881, and I consider said land as reasonably worth $22. pr. acre (=$462.00)

Question by James F. Jones.
what is a fair rental value per year of the 21 acres above described?

Answer I consider it reasonably worth $30. pr. year, and further this witness saith not.

John B. Barker.

S. S. Slemp an other witness of lawful age being duly sworn deposes and says-

I am well acquainted with the Dower lands of widow Jones dec'd and know that 26½ acres is considered an equal share in said dower land. and I consider said land worth $25. pr acre, I know the fact that when a certain piece of land, known as the Prichard land, was sold, by order of the court to one A. L. Pridemore, I believe about 5 years

ago, said Pridemore demanded of & required John Riddle the husband of Arrena Riddle, to surrender to him about 21 acres lying on the north side of said land, which 21 acres had been occupied and cultivated by said Riddle for several years previous - I consider said land as reasonably worth $22.50 pr. acre - and its annual rental value is about $30. pr year. And further this witness saith not

S. D. Stem

July 18th 1885.

Carr Bailey an other witness of lawful age being duly sworn deposes and says -

At the time Arrena Riddle and her husband executed, before me, a deed to James F. Jones for certain small pieces of land, in said deed fully set out and described the said James F. Jones and wife executed to said Riddle & wife certain pieces of land in their said deed fully described - one piece of which, was 21 A. 95 poles, which was

a part of a tract of land known as the Prichard land, in consideration of this last named 21 A. + 95 poles tract conveyed by Jones + wife to Riddle + wife, the said Riddle + wife conveyed their undivided interest in the dower lands of Widow Jones, I understood this from both parties at the time the said deeds were executed; that in order to get their lands adjoining their other lands, said exchange was made, I was also informed by the parties some time before the deeds were executed that said exchange had been made between the parties, my judgment is that said 21 A tract is reasonably worth $30. per Acre, and its annual rental value would be $2.00 per. acre, I also know the fact that said Riddle has occupied and used this 21 Acre tract of land for several years, before (I believe) the year 1880, at which time I surveyed ~~said~~ land, the same having been purchased at Judicial

sale by one A. L. Pridemore and at that time he took possession of the same, Mr. Riddle surrendering the same to said Pridemore. And further this witness saith not.

Carr Bailey

An other witness, F. T. Riddle was then duly sworn and says.

I know the fact that my Father, John Riddle exchanged 3 or 4 small pieces or tracts of land with James F. Jones, all of which are set out in their deeds to Each other, one of which is a 21 acre tract deeded by said Jones off, of the north side or end of a tract of land assigned to Allen Prichard + wife out of the Stephen Jones land and Contracted by them to said James F. Jones, to said John Riddle, in consideration of this deed, my Father and mother conveyed their undivided interest in the dower lands of Mary Jones to the said James F. Jones — and the deed or transfer of the 21 acre tract off of the Prichard land to them by

said Jones, was the true and real consideration which induced them to part with and convey their undivided interest in said dower lands to said James F. Jones,

My father occupied and used said 21 acres for about 20 years down to the year 1880, at which time it was taken into possion by A. L. Pridemore, who had purchased the same at a judicial sale for the benefit of Allen Richard on a purchase money lien. I consider the 21 acre tract as reasonably worth, per acre $25.-00 and its annual rental value is from $2 to 3$ pr acre. 26½ acres is considered an average share in the dower lands of Mary Jones - which is in my judgment worth $30.00 per acre, unincumbered by any dower rights,

And further this witness saith not.

F. F. Riddle

The further taking of depositions in this case is adjourned until 22nd July 1885 - at the town of Jonesville Va

J Als Wyatt Comr.

July 22nd 1885

The parties meet and it is agreed that the further taking of these depo. be postponed until August 19th 1885

J. A. Stygall Comr.

Aug. 19th 1886

The parties and their attorneys meet pursuant to adjournment, enter into an agreement herewith filed marked X. Y. and no witnesses appearing no further proof is taken and the foregoing depositions are closed having been subscribed & sworn to before me. J. A. Stygall Comr

Arrena Riddle

ads 3/3 Depo.

G. le. & le. G. Goso Exhibit

"R"

William A. Jones & wife Pffs.
v.
James F. Jones Dfts } In Chy

I do solemnly Swear that some time before the above styled Suit was brought. I had a conversation with the female plaintiff in relation to her sales of land to the defts. which was the subject of this Suit. And my recollection now is that in speaking of her Sales to the defts she said She would not be surprised if the defendant had paid her for the 66 acre tract of land in the bill and proceedings mentioned: but I do not remember that she said she was ready and willing to make the defts a title for the same.

But she at the same time claimed that the defts owed her for her interest in the dower lands, and that she had not sold her interest in her mothers purchases to the defts. so help me god.

John Riddle

Sworn to and Subscribed before
me by John Riddle Augt 19 1885

Henry J Morgan Com.

John Riddle

Affidavit

Arrena Riddle by &c
a ds
G. C. & C. G. Gose Exrs &c
} In answer to a Rule

To the Hon. J. A. Kelly Judge of the circuit court for Lee County.

The undersigned having been appointed a Commissioner, by a decree rendered at the March Term 1884 of Your Hon. Court, in the above styled cause and therein directed, to enquire into and report.

"First.— What lands and real Estate were the subjects of Exchange between John Riddle & wife and James F. Jones at the time James F. Jones undertook to sell to Riddle & wife a part of the Pritchard lands,

Secondly:— He will ascertain and show what was the true and real consideration which induced Riddle & wife to part with the undivided interest of the latter in the dower lands of Mary Jones now deceased,

Thirdly:— He will ascertain and show how much if any of the purchase money is still due and owing to Arrena Riddle & her husband, or either of them from James F. Jones

on account of said dower land.
Fourthly:- He will report any other matter deemed pertinent by himself or required by any of the parties."

In obedience to said decree Your Commissioner makes the following report.

After giving the parties and their attorneys timely notice, for commencement I proceeded in Lurkey Cove on the 17th day of June 1885. at the dwelling house of John Riddle to take the depositions herewith filed marked "R." from which, I am enabled to answer and report, upon part of said inquiries; as to the first inquiry, from the Depositions and title bonds herewith filed, marked "A" & "B" It is made evident, that at the time James F. Jones undertook to convey unto Riddle & wife a part of the Prichard land, that Riddle & wife exchanged their undivided interest in the dower lands of Mary Jones both by heirship & purchase in said dower and also about 4 Acres in an other tract and said James F. Jones in lieu thereof bound Himself (See his bond B) to make a good

and sufficient title unto the said Riddle, to 21 A & 78 poles of land, which is a part of the Pritchard land also a small piece of land, 2¼ Acres, near the Cave Spring (See Deed & bond of Jones to Riddle.) It is certain from their bonds (A & B) and the depositions that these four peices are the only lands which were the subjects of exchange at the time Riddle & wife parted with their dower interest & 4 acre tract. We must conclude from these facts that the receipt of Riddle & wife of the 21 A tract of Prichard land and the 2¼ A tract, was the true and real consideration which induced Riddle & wife to deed to the said Jas. F. Jones their interest in the dower lands of Mary Jones decd. and the 4 acre tract as set out in their said bond & deed.

The 2¼ acre tract near the cave spring is yet owned by Riddle or his grantee, but the 21 A & 78 poles tract which is part of the Prichard land as exchanged and deeded by Jones to

Riddle & wife as before stated, has been taken from them, by judicial sale on a vendors lien; and the interest as deeded by Riddle & wife to Jones, in the dower lands of Mary Jones and the 4 acre tract, have been sold by a decree of your Honors Court, among other lands of the said Jas. F. Jones to satisfy the further liens of Prichard & other creditors, and the funds in part, arising therefrom have been applied to the payment of said liens, but a considerable portion of the fund arising from the sale of said lands is yet in the hands of the Commissioners of the Court.

As to the inquiry as to whether or not there is any purchase money still due and owing to Mrs. Riddle & her husband or either of them from James F. Jones on account of said dower land; Your Commissioner has not been able to get any proof, as no one seemed to know any thing

about this question except John Riddle, who in the opinion of your Commissioner, is not a competent witness as between his ~~wife~~ wife and said Jas. F. Jones. It is in proof however that said 21 acre tract, which was received in lieu of said dower interest, to the extent of its value, was received towards said dower interest, and that said 21 acre tract has been taken from Mrs Riddle & her husband; and it is not claimed by any one that she or her husband has in any way, since said 21 Acre tract was taken from them, been compensated or paid for said 21 acre tract.

Your Commissioner has ascertained the value of this 21 acre tract to be, taking the value put thereon by Mr. Barker who lately purchased the same, $22.00 per acre - - - - $462.00

As to whether or not this sum is properly purchase money your

Commissioner is not certain, and respectfully refers the decission thereof to Your Honor.

Should it be held that this sum is purchase money as and for Mrs. Riddles dower interest, to it should be added legal interest from the time she was deprived of the possession thereof, which has been about 5 Years - (See Depo.)

Value of the 21 A - - -	$462.00
Add 5 Years interest	138.60
Total amount - - - -	$600.60

Upon the taking of this account it has been insisted by James H. Jones & his attorneys, that upon a final settlement between him and John Riddle, on an account and general transaction of business running back 30 or 40 years, and by having all the land exchanged by and between them, as per their agreement here filed, marked (C) valued and all things taken into account,

that no purchase money will be found owing Mrs. Riddle and her husband, on said land.

Mr. Riddle admits that there is such a settlement between them, but that the result of such settlement is not likely to find him indebted to said Jones, how this settlement may result, your Comr. is unable to state, I endeavored to get the parties to make this settlement but failed. A settlement which has been postponed so long is not likely to be made soon, especially by parties who for the very smallest reason delight to put off such matters -

It is claimed also by Mrs. Riddle's attorney, that the settlement refered to above between said Jones and Riddle does not affect the claim herein desired to be set up and established by Mrs Riddle, and that this claim of $600.00 as and for the 2½ tract of land taken from her, is her

seperate estate, and that said 21/4
or its value should be held by
Mrs Riddle free from the claims
of her said husband & not subject to
any settlement of old matters between
said Jones and Riddle, from the
fact, that in lieu thereof she parted
with her undivided interest in the
dower lands of Mary Jones which
estate she inherited from her father
Stephen Jones decd
Should it be held by your Honors
that this claim of Mrs Riddle is
just and that it should not
depend upon the result of a
settlement between James F. Jones
& her husband John Riddle. It is
the opinion of your Commissioner
that the only amount which said
Arrena Riddle can reasonably
claim is the value of the 21/4 acres
taken from her and legal inter
est thereon for about 5 Years.
It is no proof that the dower interest
she parted with is worth considerably

more than the 21 A. tract, but it must be remembered that at the time she parted with her said undivided interest, Mrs Mary Jones held a life estate on said interest which lowered its value to the extent of the difference in value of the two pieces, and also that the 21 A. tract is all that she has lost in any way by the transaction. But should Your Hon. hold that this purchase money, or the amount which may exist, depends upon a final settlement of all the matters existing between said John Riddle as the husband of Mrs Arrena Riddle & James F. Jones; then such inquiry cannot be ascertained until after the result of said settlement can be obtained, and how this settlement can be consummated & leave for the Court to determine.

Respectfully submitted

J. A. Hyatt Comr. &c

Aug. 19th 1885.

Charles L Hamblen - + D H Bruce + J K P

Bamon. Admr of Wm H. G. Bamon dec'd bill
of complaint against a deed of Trust, against James
H Jones. Exceptions to the Witness report because

1st. Because the exhibits filed with said Commissioners report, show that by the terms of the sale or exchange there was to be certain Settlements made by and between the said Riddle + Jones The deed is absolute on their face and by subject to this lien reserved in the deed and that lien depends upon a settlement, to be made between said Riddle + Jones. The deed is made to Riddle, he is the party who could have recourse for loss of the land, and whether he suffers or not is dependant upon the settlement provided for by the parties themselves

Adrian Riddle by &c
auto Comrs Report
G. L. & B. G. Rose Exrs &c

Filed 6 Aug. 20 1885.
J. H. Wyatt C.C.

Comrs Fee

Adrian & Rumsey
for Exceptors.

2nd The deeds show on their face that there is no purchase money due unless a settlement hereafter to be made shows it, This is a settlement provided for between Jones + Riddle, of this matters independent of Mrs Riddles rights, and must abide this result of that settlement. Mrs Riddle has made an absolute deed and acknowledged receipt of purchase price in hand. it is true the deed is convey'd to her husband if he has last it he must resort to his warranty She has no interest in it

Adrian + Rumsey

Statement of the account of Saul A. L. Pridemore as Comr in the Chancery Cause of Rose Exrs vs J. F. Jones et al.

1885		To the Creditors of said Jas. F. Jones			Dr
Sept 1st		To this sum shown to be in his hands and due him as Comr by statement of Hyatt & Morgan Sept. 1st 1885			$3667.54
1		By this sum paid Hyatt clerks fees	31.	94	
2		" " " " Hyatt & Morgan Comrs	60.	00	
3		" " " " Richard bal in full (June 9 1887)	1197.	39	
4		" this sum paid abatement to Davidson (pr decree)	134.	00	
		" " " Interest thereon from May 17 '81 to Sept 1 '85	34.	70	
5		" " " paid J. F. Jones Jr. abatement on land	31.	00	
		" " " Int thereon from Nov 23 1880 to Sept 1 '85	10	16	
6		" " " paid H. J. Morgan for M. A. Jones.	91.	44	
		" " " " accumulated Int to Sept. 1st 1885	31.	05	$1621. 68
		Bal, unaccounted for by Comr Sept 1st 1885			$2045. 86
		To Interest on this bal, to April 1st 1889			439. 86
		" this sum net sale of 50 A tract Oct. 18th 1887			1762. 57
		" Int, thereon to April 1st " 1889.			153. 34
		" this sum total Charges April 1st 1889			$4401. 63
7		By this sum paid H. J. Morgan Atty for Roses.	12.	00	
		" " " Int thereon from Oct. 30 '85. to Apr 1 '89.	2.	46	
8		" " " paid Same on Same Feb. 7 1887	58.	87	
		" " " Int, thereon to April 1st 1889	7.	00	
9		" " " paid Same for Same May 31st 1888.	570.	00	
		" " " Int, thereon to April 1st 1889.	28.	50	
10		" " " paid C. F. Flenary on Wills debt	500.	00	
		" " " Int thereon from June 5th 1888 to April 1st 1889	24	80	
11 12 13		" " " 3 fee bills paid Hyatt Clerk	10.	21	
		" " " Int thereon 4 years.	2.	40	
		" " " Costs yet to be paid on Prichard law	10	41	$1226. 71
		Cause viz Hyatt $6 16, S 1.50 A 2.50 Loo 6 25 --			$3174. 92

Bal in & will be in Comr's hands to Square --

Statement of Commission

A. L. Pridemore acct

Dec $3174.92

Apl 1/89.

(B.A.)

This Deed made this the 20th day of August 1877 Between John Ridder and Arena his Wife of the County of Lee and State of Virginia of the one part and James F Jones of the County and State aforesaid of the other part Witnesseth that for and in Consideration of the sum of One Thousand Four Hundred Dollars in hand paid the reciept whereof is hereby acknowledged the said John Ridder and Arena his wife do grant bargain and sell unto the said James F Jones the following described tracts or parcels of Lands Lying and being in the County and State aforesaid and in Imbry Cove one Tract Containing (8) Eight acres more or less bounded as follows Beginning on a Stake or a rock in a Line of Allen Prichards three Stps west of a White Oak the North west corner of Abram Schoolcroft Lot S 49 E 87 poles to a Mulberry post in a line of Wyatts heirs Lands N 49 E 19 poles to three beeches marked as formerly corners to Barrons & Wyatts Lands N 53 W 90 poles with Barrons & Plumps Line to a Stake North East corner of Prichards Land and with the Line of the same S 32 W 11 poles to the Beginning and their undivided Interest in the Solomon Collier tract of Land which consist of 1/8 One Eighth of the entire tract also their undivided Interest in the Dower Lands of Mary Jones consisting of the 1/2 one Twelfth

part of the entire Dower also all of their undivided Interest which the said derived by purchase from John M. Crabtree and Randolph Riddle in the foregoing named Dower also one other Tract or parcel of Land Layed off to said Riddle & Wife in the division of the Lands of Stephen Lowe amongst the heirs of said Lowe and bounded as follows To Wit, Beginning on a White Oak on a Line of Allen Prichards and with the same S 62 E 52 1/2 poles to a Sugar tree and beech on a hill side a corner to said Prichards Lot of Land S. 55. W with Riddle and Crabtree Lines 27 3/4 poles to a Stake on the Line of Mary Lowe Dower 2 poles from a beech and sugar tree a corner to said Dower thence N 30 1/2 W 46 poles running between said corner to the Beginning; and Also one other Tract of Land being the same that they obtained by purchase from John M Crabtree and Randolph Riddle out of the Jonathan Lowe Lot that the boundaries may be ascertained by referring to the commissioners report of the divisions of said Lands - and the said John Riddle and Arsena his Wife Covenant with the said Lamas-A Lowe that they will warrant Generally the annual Tracts of Land hereby conveyed

Witness the following signatures and seals the Vendors Lien is retained on the foregoing Tracts of Land for the deferred payment of the purchase money if any should remain

John Riddle [Seal]
Arsena Riddle [Seal]

Lee County To wit I Carr Bailey a Notary Public for the county aforesaid in the State of Virginia do certify that John Riddle whose name is Signed to the writing hereto annexed bearing date on the 20th day of August 1877 has acknowledged the same before me in my county aforesaid given under my hand this August 20th 1877

Carr Bailey N.P.

State of Virginia County of Lee To wit I Carr Bailey a Notary Public for the county aforesaid in the State of Virginia do certify that Arsena Riddle wife of John Riddle whose name is signed to the writing hereto annexed bearing date on the 20th Day of August 1877 personally appeared before me in the County aforesaid and being examined by me privily and apart from her husband and having the writing aforesaid fully explained to her She the said Arsena Riddle acknowledged said writing to be her act and deed and declared that she had willingly executed the same and does not wish to retract it given under my hand this August the 20th 1877.

Carr Bailey N.P.

Virginia. Lee County court clerks office November the 9th 1881.

The foregoing deed bearing date August the 20th 1877. from John Riddle and Arrena his wife of the first part to James H. Jones of the Second part all of Lee County Virginia was admitted to record upon the certificate of Carr Bailey late Notary Public in and for Lee County Virginia.

Teste John R. Gibson clerk

James H. Jones
from
John Riddle & wife
Deed

Recorded in Deed Book No 18 Page 65 1-12

J. R. Gibson Clerk

(A 93)

Rec'd $1.25
Paid $1.25

Nov 9th 1881

This Deed made this the 28th day of August 1877 Between James F Lane and Mary E his Wife of the county of Lee and State of Virginia of the one part and John Riddle of the County and State aforesaid of the other part Witnesseth that for and in consideration of the sum of One Thousand seven Hundred dollars in hand paid the receipt whereof is hereby acknowledged the said James F Lane and Mary E his Wife do grant bargain and sell unto the said John Riddle the following described Tracts or parcels of Lands lying and being in the County and State aforesaid One tract in the Turkey Cove containing Twenty four acres being the same more or less being a part of the Land of Stephen Lane deed which was drawn in the name of Randolph and Malinda Riddle which the said James F Lane derives by purchase from said Randolph Riddle and Abram Schoolcraft and bounded as follows to Wit,

Beginning on a stake in a line of Lane and John Slimps near a Popular thence S 48 W 49 poles to a stake in a field on a hill S 56 W 63 poles to a stake about 8 feet from a whiteoak on a line of Lane and Slimps Land known by the name of Wilds and Davis Line and with said Line N 25 E 52 poles to a hickory and Dogwood the beginning corner of the Land deeded by James Wiley to Stephen Lane

S. 54 E 85 poles to The Beginning and other tract containing 16¼ Sixteen acres and and quarter to be the same more or Less which was drawn in the name of Ranson Rupell & wife which was known as the Cave Spring Lot which the said Lands I. Lons Drawn by purchase from Ranson Rupell Randolph Riddle Abram Shoscraft John M. Crabtree & Jonathan I. Lons and bounded as follows to Wit, Beginning on a small walnut bush in a line of Mary Lons Dower and with the line of William Rinds Lot N 89 W. 96 poles To a stake on a line of Lons & Slumps Land near Two Oak Stumps and with said Line S. 6 W. 16½ poles To a rock or a stake on said Line S 55½ E 43 poles To a stake in the fence of a Sapalar root S 18½ W. 20 poles to a stake in a field N 38 W. 7 poles To a rock on a hill S. 87 W 19 poles. To a stake above the head of Cave Spring S 37 W. 8 poles Splitting the spring in the middle To a stake in the middle of the Spring branch S 25 E 30½ poles to a stake in a field N 36 E 20 poles to a stake in said field S 58 E 6 poles to a stake near a Large walnut Stump N 32 E 20 poles to a stake and a small — mulberry bush in a meadow S 55½ E 20 poles to a bunch of Sumpson bushes a dbug and Elm in a line of Mary Lons Dower and with the Line of the Lands N 46 E 17 poles To The Beginning;

One Other tract Lying at the Cave Spring and bounded as follows to Wit Beginning on a stake in a Line of Mary Lons Lot in the middle of the Cave Spring branch N 56 W. 15 poles To a stake in a Line of Lons and Slumps and with said Line N 38 E 17 poles To a White Oak Stump Corner to Lons and Slumps Land Leaving said Line and running with William & Lons and John Riddle Line S 57 E 32 poles To a stake or rock S 89 W 18 poles To a stake on a rocky hill above the head of Cave Spring S 37 W 8 poles Splitting the Spring in the middle To the Beginning. Also One other tract containing Twenty one acres and ninety Eight poles by survey being a part of the Land conveyed by Allen Pinchand and wife To said Lands I. Lons and bounded as follows To Wit, Beginning on a stake in John Slumps Line near a white Oak thence S 46 W 18 poles dividing the Spring to a stake S 58 W 82 poles To a stake or rock Corner to I & Slumps and John Riddle Land and with said Riddles Line S 62 E 37¼ poles to a stake on said Line the Leaving said Riddles Line and running N 66 E dividing the barn 97 poles to a stake on John Slumps Line behind a Large white Oak which is in the above described Line then with Slumps Line N 52½ E 43¾ poles to The Beginning And the said Lands I. Lons & Nancy E. his Wife Covenant with the said John Riddle that they will warrant generally the several tracts of Land hereby conveyed

Containing Two & one quarter & Forty ¼ poles more or Less

Witness the following signatures and Seals
the Vendors Lien is retained on the foregoing
Tracts of Land for the Defined payment of the
purchase money if any should remain

James F Jones (Seal)
Mary E Jones (Seal)
her mark

Lee county To Wit, I Carr Bailey a Notary Public for the
County aforesaid in the State of Virginia do certify that
James F Jones Whose name is signed to the writing
hereto annexed bearing date on the 20th day of August
1877 has acknowledged the same before me in my County
aforesaid Given under my hand this August the 20th 1877

Carr Bailey N. P.

State of Virginia County of Lee To wit, I Carr Bailey a
Notary Public for the county aforesaid in the State of
Virginia do certify that Mary E. Jones wife of James
F Jones whose name is signed to the writing hereto
annexed bearing date on the 20th day of August 1877
personally appeared before me in the county aforesaid
and being examined by me privily and apart from
her husband and having the writing aforesaid fully ex-
-plained to her She the said Mary E. Jones acknowledged
said writing to be her act and deed and declared that
she willingly executed the same and does not wish to retract
Given under my hand this August the 20th 1877

Carr Bailey N. P.

John Riddle
From
Deed
James F. Jones & wife

(A6)

Know all men by the presence That I John Riddle of the County of Lee and State of Va are held and firmly bound unto James F Jones of the county and state afforesaid in the penal sum of two thousand dollars current money of Virginia which payment well and truly to be made I bind myself my heirs. and Co firmly by these presents Sealed with my seal and dated this the 29th day of June one thousand Eight hundred and fifty seven

The condition of the above obligation is such that whereas the above bound John Riddle him or his heirs shall make or Cause to be made unto James F Jones a good and a sufficient title in fee simple to all of his undevided interest in the dowery Land of mary Jones which was laid off. to her and assigned to her as her dowery of the lands of Stephen Jones deceasd which I John Riddle is entilled to as an heir or distributee of the above named estate which is one twelfth part of the Whole dowery there being twelve heirs allso all of my interest which I derived by perchase from John M Crabtree and Randolph Riddle in the above named dowery

allso I bind my self Hers & Co to make a good and suffecient tiche in fee simple to James F Jones in one othe tract or parsell of land in said county of Lee & state of Va it being a portion of the land that was laid of to me in the division of the lands of Stephen Jones amongst the heirs of said Jones Bounded as follows to wit Beginning on a white oak on a line of allen prichards and with the same S 62 E 52½ poles to a sugar tree & beech on a hill side Corner to said prichards lot of land thence S 55 W with Ridles an Crabtrees lins 27¾ poles to a Stake on the line of Mary Jones dowery two poles from a beech and Sugartree corner to said dowery thence S 30½ W 46 R running between said cor to the Beginning

Containing four acres and sixteen poles more or
less now iff the above bound John ridle shal comply
with with this above obligion by making the as is described
above to the several above dscribed parsells or tracts of land
then this obligation is to be null and void other wise it
shall remain in full force and virtue at Law
this the affore said twenty ninth of June one thousand
Eight hundred and fifty seven

attest
C.W.M. Jones

John Riddle (Seal)

Virginia Lee County Court Clerks office
the foregoing and above contract title bond from
John Riddle of the one part and to James M.
Jones of the other part was this day ackn
owledged before me in my office by the
said John Riddle to be his act and deed
and the same is therefore admitted to record
given under my hand this May the 1st 1877

James W Orr. clerk.

Riddle Bond
Do. Jones

Recorded in Deed
Book 18 — Page 22.
R. H. Cn. J. C.
(A).

May 1st 1877.

J. Riddle
Bond

Ruddles Bond

Know all men by these presents that I James F Jones of the County of Lee and State of Va am held and firmly bound unto John Riddle of the County & State aforesaid in the penal sum of fourteen Hundred dollars current money of Virginia which payment well well and truly to be made I bind my self my heirs & Co Sealed with my seal and dated this the twenty ninth day of June 1857

The Condition of the above obligation is such that whereas the above bound James F Jones his or his Heirs Shal make or caus to be made unto John Riddle a good and Sufficient title in fee simple to a certain tract or parsel of land lying and being in the County of Lee & State of Virginia and in the turkey cove and bound as follows to wit Beginning on a Stake in John Slimps line near a whiteoak thence then Running with A Rudd & Allen Richards line N 43 W 18 poles deviding the Spring to a Stake S 58 W 82 poles to a Stake or rock corner to BB Slimps & John Riddles land & with said Riddles line S 62 & 37½ poles to a Stake on said line then N leaving said Riddles line and running N 60 E dividing the barn 97 poles to a Stake on John Slimps line beh a large white oak which is in the above described line then with Slimps line N 52½ E 43 3/4 poles to the beginning Containing twenty one acres & ninty eight poles by survey

also one Small piece of land lying at the cave Spring Beginning on a Stake in a line of Mary Jones lot in the middle of the cave Spring branch then running with her line N 55 W 15 poles to a Stake in a line of Jones & Slimps and with said line N 28 E 17 poles to a whiteoak Stump corner to Jones & Slimps land then leaving said line and running with John Riddles & Wm F Jones lines S 57 E

32 poles to a Stake or rock S 89 W 18 poles to a Stake on a rocky hill above the head of cave Spring S 37 W 8 pols Splitting the Spring in the middle to the Beginning now If the above bound James H Jones Shal comply with this obligation then this obligation is to be null and void other wise it Shall remain in full force and virtue at Law signed Seyned and Sealed This the above writen 29th of June 1857

attest

H. M. Jones

James H Jones Seal

James H. Jones
Title Bond
(8)

J J Jones

We John Kid Riddle and James J Jones have
Swaped lands which is described in a title Bond from
John riddle to James J Jones also in a bond from James J Jones
to John Riddle both dated June the 29th 1857 which
lands are to be valued one against the other and the
defference in the valuation is to go as a credit on a settle
men between said parties as soon as said settlement can
be made it is agreed that Carr Bayly an son one or
two others hereafter agreed to be agreed upon is to value the
lands This the 29th day of June 1857

Test
G. M. Jones

J J Jones
John Riddle

(0)

Article of. and
Agreement between
P. F. Jones &
John Riddle

We James F. Jones and John Riddle Mutually agree that Judge Ben Bailey & Dan'l H. Bruce and Dixon S. Litton shall value and fix the price of the several pieces or parcels of land which have been the subject of exchange between them and the valuations so to be fixed by them are to be final and conclusive as between themselves. but no other person is to be affected or prejudiced by this our agreement

Given under our hands & seals this 19th of Augt. 1885

Witness
H J Morgan

John Riddle (Seal)
James F. Jones (Seal)

James F. Jones
& John Riddle
agreement

Filed Aug. 19th 1865.
J. H. Hyatt Clk

(X Y)

Gosen' Ex'rs v. Jones: General creditors suit to enforce liens.

II. The action of debt, brought by A. L. Pridemore Com'r, against James F. Jones this securities for 3d. instalment of Purchase money of the Prichard Land.

The pleas 1, 2, 3 are equitable pleas. They are not such as peremptorily bar any claim. The sale was made and tho' never confirmed, yet has never been set aside, and may ultimately be confirmed and rendered valid. At law the bond is conclusive. Under the Statute allowing equitable offsets, only such matters of equity can be set off as show an absolute and unconditional right. Whatever equity the party may have, requiring more or other relief than a mere allowance of money, or an absolute defeat of the debt, or some part thereof, as for unconditional failure of consideration, or the like, such equity must be sought in a court of equity. The failure to give bond, does not defeat the debt; nor does it preclude the party from paying the money either into Court of law or equity. Shifflett v. Orange Mu'l Society 7 Grat. 297 Watkins v. Hopkins 13 Wat. 743. The true remedy was either to move the Court of equity to confirm & pay money into Court, or to move the Court of equity on proper grounds to rescind. The usual rule is to settle the equities in the Court of equity, with whom the purchaser deals.

The 4th plea of payment is of course good.

The 5th plea is not good because too general. If we look to the facts in the case of A. Pritchard, we find that the parties are remitted to the case of Gose v Jones to recover bal: And in the case of Jones & Gose there is a decree expressly directing this suit to be brought & prosecuted to judgment. And so, upon the plea of payment, if the record is relied on as proof, there proceedings show that at law there has been no payment, however equity may treat the matter. This suit seems to have been authorized to secure the benefit of a judgt. lien & nothing more: The Court of equity still retaining control. If the money is collected, it will be by A. L. Pridemore, as Com'r in Gose & Jones suit that can be had prior to decree.

The Court in Prichard and Jones, tho' not formally, has in fact approved the sale acted on it & given the parties full relief.

2. The petition of A. L. Piedmont makes no issue upon which the Court can now act. It represents that a suit will be brought to set up the claim of Mrs. Riddle: Her deed deprives her of any claim to the land embraced in it, but there may be something due on the purchase money, to which she may assert a lien. The general rule is that at judicial Sales objections to title must be made before confirmation of sale, Long Wells 29th Grat. 347

The practice has been to allow a prior lien to be set up at any time before purchase money is paid away.

It is proper to allow Genl. Piedmont to cause summonses to be served on any parties interested in the matter of his petition to or to controvert it

John Rason's petition does not appear to be among the papers sent me. Of course it cannot thereon now be acted on. The point made by it is not remembered

The petition of Ch. L. Hamblin presents a very nice question, or perhaps two questions. 1st Does the decree of 1874 in favor of Pritchard create a lien? 2d. Does the purchase by Jones of the Pritchard land discharge the lien, if one exists At first impression I doubted the existence of the lien. But upon consideration I am satisfied the lien exists: indeed the petition does not seem to contradict it. There is a distinct and perfect decree for a specific sum of money. It is rendered by a court of competent jurisdiction, being fully within the province of a court of equity to grant such relief in a suit for specific execution. If the Court in such a case should stop at this point, then the plf. without further order, might sue out a fifa. Ch 182 sec 2. p. 1165 Code. If the Court goes further, gives a day for payment & orders sale, no execution can issue without leave of Chancery Court. Shackelford v Appleton 6 Grat. 453. But the act in Code of 1819 only gave prelt. or final decrees with a proviso that on interlocutory decrees the Court or judge might direct execution

The present act is more general 'on a judgment for money' not on a final jud. See 2. Ch. 183. And the term decree is embraced in the term 'judgment'. See 1. Ch. 182. The right to sue out execution was once thought to fix the lien. 2 Rucker 380. But it has since been held that tho the right to sue out execution may be lost, upon revival, the lien revives and relates back to date of judgment. Taylor v Spindle 2 Grat. 414, And now by express statutory provision, it is the simple judgment that gives the lien, & this relates to the date of the judgment. Ch. 182 Sec 6. But no execution should issue on a decree, while the party is proceeding otherwise to satisfy his decree, for this would harrass and oppress a debtor. It is therefore improper to sue out fifa on decree, where sales of attached effects, or real estate is ordered, without special order of the court on cause shown.

In Johnson's Ex'r v Nat. Bk. Rich^d 33 Grat. 473, there was a decree for spec. Pf^ce. & a personal decree for $10.766.66, and Commissioners appointed to make sale of the property. Judge Staffy was a party: Abel Conrad were employed in the cause. The question turned upon the lien of this decree. Fourth question "did the judgment '(decree) + + bind + + Hart's bottom place against + + the trustees" in a deed of 20. April 1870.? This decree was rendered April 1868. It was not docketed, in fact, till July 1870, tho' left with the Clerk 4 July 1870 for docketing. Now this case passed through the Circuit Court, & Court of Appeals, it being tacitly admitted on all hands that if docketed it would have been a lien. It can hardly be supposed that Judge Staffy, Judge McLaughlin, the Abel bar, & all the judges of the Court of Appeals would have elaborated the question of the docketing of a judgment which gave no lien if docketed. This case seems to dispense with the necessity of further search for authority. Perhaps the very question has been decided directly; but I deem it hardly necessary to look further into authority And the judgment will be treated as a lien. I have not seen, or at least do not remember a case in which the precise point has been argued or directly considered.

In reference to the second question, did the sale of the land of Jones and it's purchase by him discharge the decree rendered against him & discharge the general lein of the personal decree? The question is a very different one from the case of a sale of the land of a debtor to a stranger. When it is thus sold the title of the debtor & his land are gone from him. & to him complete relief has been granted. So much of his property has been taken from him, as by the market test of a public sale was sufficient to pay his debt. In such a case, if the security taken fails, the land depreciate & the creditor does not ultimately realize his debt, it is equitable that the plf. at whose instance the sale was made, who has the supervision of the collection &c. should bear the loss. And so it has been ruled on this Circuit. But when a decree is rendered against a debtor for a sum of money & a commission is appointed to sell the debtor's land to raise a sum to pay the debt & the debtor himself purchases, and gives his notes with security can it be said the judgment is satisfied? It is not a novation, because the new note is executed to a trustee; but for what purpose? As a security for the judgment. If the principal debtor pays the money to the trustee, this discharges the debt. If the surety pays it, he is entitled to substitution. Take the case of a forth coming bond. This tho' executed to the creditor does not satisfy the judgment.

That such a sale does not satisfy a decree & discharge the lein is, I think, fully sustained by analogy to the case of Coles vs Withers 33 Grat 186. The case also of Gibert vs. W.C.V. R. & G. S. RR Co. p. 597. sustains this position. Indeed Jones parts with nothing. By becoming a bidder for his own land he simply secures the privilege of gaining time by giving his note with sureties as a further security for the debt and is not in a different attitude from the purchaser in the case of Yancey vs Mauck 15 Grat. 300.

The petition must, if this view is right, be rejected

The petition of judge Morgan presents this question, Were the fifas, issued on the judgments now to be enforced, a lein on the Ward debt? The rule is this. A fifa creates a lein on all the debtor's estate in existence before the return day of the fifa. I am not able to see from the record the comparative dates of the fifas and of the debt to Jones from Ward. If this debt was in existence when any fifa was in force, that fifa reached it. If the fifa was returned unsatisfied, and the judgment is brought into this Case to be enforced, then the judgment creditor has a ~~lein~~ Subject this debt & the land. If he takes the land, the next leinor on the land is entitled to be substituted to his debt.

As to Mr. Jones, it is immaterial. The lein of unsatisfied judgments are on his new purchase from Judge M. & if he takes the land, it is subject to the lein.

These seem to be all the questions presented. I shall dispose of them, and direct an enquiry, and leave all other matters undisposed of.

Jr. A. Kelly
July 21st 1883

Gazes Ex

v

Jones.

Opinion July 21/83

To the Hon John A. Kelly Judge &c.

The Exceptions of James F. Jones to the report of John A.G. Hyatt. Special commissioner in the petition and Rule of A.L. Pridemore against Arena Riddle et als. which petition was filed in the Chancery cause of Hon Ex rel J.F. Jones,

1st. The report shows on its face that a settlement is pending or provided for between James F Jones and John Riddle, until the making of which it cannot be ascertained whether or not there is any purchase money due.

2. The deed from Riddle & wife to Jones & wife only retain a lien for such of the purchase money as remains unpaid if any. The conveyance is absolute subject to this lien, and that lien is dependent upon a settlement See ~~Exhibit bond. Marked~~ B. agreement Marked "C."

3. The Commissioner bases his whole report on the two title bonds, Marked A & B, when he should have based it upon the the deeds Marked AB & AC, said deeds showing the consummation of the trade. And these deeds show that several Tracts of land was conveyed by Jones to Riddle, while the Commissioner bases his report alone on the land mentioned in the title bonds. The deeds convey much more land

than is in the title bond.

The Commissioners should have compelled Jones and Riddle, to settle, and failing to do so the Court, should compell them to settle,

Richmond Duncan
for L F Jones.

Jones
vs
Jones & Riddle.